

57888

CONSTRUCTION  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

AG # KR 91-0225

JPA #90-141

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF PHOENIX, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE,

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 48-572 and City Charter Chapter 2, Section 2, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY,

WHEREAS, it is to the mutual advantage of the STATE and the CITY to enter into an Agreement specifying their respective construction responsibilities concerning traffic signal and lighting installations on State Route 51 at Northern Avenue which is encompassed within Phoenix's system of streets and which forms a necessary and convenient link in the State Highway System.

NO. <u>15509</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/21/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vernon V. Greenwald</u>

The portions of the State Highway System covered by this Agreement shall be:

SR 51 at Northern Avenue

Project #RAM 600-2-502/051 MA 005 H0836 01C

NOW THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. STATE will:

a. Prepare plans and specifications per CITY standards and specifications for construction of traffic signals and lighting at designated streets as delineated above.

b. Advertise for bids and award contract(s) for the installation of conduits with pull wires, junction boxes, pole foundations (with CITY-furnished anchor bolts and steel reinforcements) and cabinet foundations for traffic signals and lighting.

c. Reimburse CITY for the actual cost of materials, equipment and labor required to effect an operational installation of traffic signals and lighting in accordance with the plans noted in 1.a., above.

d. Be responsible for all contractor claims associated with installations as itemized in item 1.b., above.

e. Inspect all work, materials and equipment furnished by CITY.

2. CITY WILL:

a. Furnish anchor bolts and steel reinforcement for pole foundations in accordance with City of Phoenix Supplement to Maricopa Association of Governments Uniform Standard Specifications, Section 351 - Traffic Signal Materials and Construction.

b. Furnish, install and make operational all necessary traffic signal and lighting equipment, wiring and associated hardware required by the plans in 1.a., afore noted. All equipment and materials furnished by CITY shall conform with National Electrical Code and the provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways.

c. Invoice the STATE for the actual labor, equipment and material costs associated with the activities identified in afore noted 2.b.

d. Be responsible for all contractor claims for additional compensation as a result of delays caused by the CITY.

This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals and lighting are complete, in place and functional.

3. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. §38-511.

4. The provisions of A.R.S. §35-214 are applicable to this Agreement.

5. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

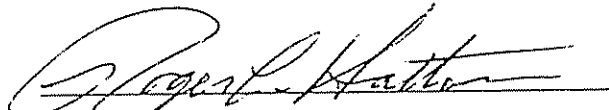
6. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

7. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION

BY:


  
State Traffic Engineer

DATE:

2/8/91

CITY OF PHOENIX

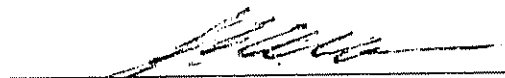
BY:

  
TITLE: Street Transportation Director

DATE:

1/2/91

ATTEST:



ACTING City Clerk

CITY CLERK  
CITY ATTORNEY  
CITY MANAGER

ACCOUNTS NOTIFICATION  
DEPARTMENT NOTIFICATION  
DEPARTMENT FILE COPY

CITY OF PHOENIX, ARIZONA  
**REQUEST FOR COUNCIL ACTION**

ALL RCA'S MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES. COMPLETE THIS FORM PER M.P. 1906

51-119 08 V01 02

To the City Manager:

DATE November 26, 19 90

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☒ FORMAL ACTION

**JOINT CITY/STATE TRAFFIC SIGNAL INSTALLATION AGREEMENT**

CITY PROJECT TS 905273

DISTRICT 3

Authorizing the City Manager to enter into an Agreement with the Arizona Department of Transportation for a joint project to install a traffic signal at the intersection of Northern Avenue and SR 51 (Squaw Peak Parkway).

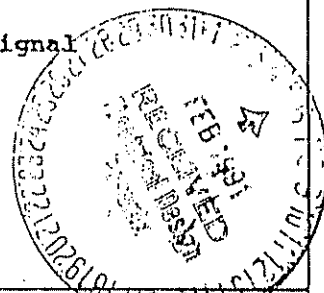
The STATE will prepare plans and specification, advertise for bids and award contract(s) for the installation of conduits with pull wires, junction boxes, pole foundation (with City furnished anchor bolts and steel reinforcements) and cabinet foundation for traffic signals and lighting.

The CITY will furnish, install and make operational all necessary traffic signal and lighting equipment, wiring and associated hardware required by the plans.

The STATE will reimburse the CITY for 100% of the actual cost of materials, equipment and labor required to effect an operational installation of traffic signals and lighting on accordance with the plans.

The CITY upon completion of this project will maintain and operate this signal installation per terms of City/State "Master Maintenance Agreement".

EXHIBIT "A"



1 Bid Bond (Surety) Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3 Bond submitted by low bidder? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		4 Performance Bond (Surety) Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
5 SOURCE OF FUNDS: 100% Reimbursement by ADOT				12 Recommended by:							
<table border="1"><thead><tr><th>INDEX CODE</th><th>SUBJECT</th><th>PROJECT</th></tr></thead><tbody><tr><td>9-0-5-2-7-3</td><td>TRAFFIC SIGNALS</td><td></td></tr></tbody></table>				INDEX CODE	SUBJECT	PROJECT	9-0-5-2-7-3	TRAFFIC SIGNALS		Department/Function: <u>Street &amp; Traffic/Operations</u>	
INDEX CODE	SUBJECT	PROJECT									
9-0-5-2-7-3	TRAFFIC SIGNALS										
<input type="checkbox"/> BUDGETED <input type="checkbox"/> SUPPLEMENTAL <input type="checkbox"/> CONTINGENCY				Division Head Signature: <u>James W. Sparks</u>							
				Department Head Signature: <u>James H. Matteson</u>							
6 Emergency Clause? <input type="checkbox"/> YES <input type="checkbox"/> NO		7 Requested by: <u>Bill R. Baib</u> Phone # <u>4690</u>		13 Approved as to availability of funds: <u>[Signature]</u>							
IF LESS THAN FIVE COUNCIL MEMBERS ARE PRESENT: <input type="checkbox"/> CONTINUE ONE WEEK <input type="checkbox"/> ADOPT WITHOUT EMERGENCY CLAUSE		8 WP Document #:		MANAGEMENT & BUDGET DIRECTOR							
		9 Desired Agenda Date: <u>12/19/90</u>		14 Approved: <u>[Signature]</u>							
10 Formal contract required? <input type="checkbox"/> Yes <input type="checkbox"/> No		11 Requisition #:		CITY MANAGER							
ous contract #				Assistant							
5. Council action taken: <b>APPROVED</b>											
Formal action: RESOLUTION NO _____ ORDINANCE NO _____ DATE <u>12/19</u> 19 <u>90</u>											
CONTRACT NO <u>57888</u> <u>3274</u>											
CITY CLERK'S FILE NO <u>F-276-3615</u> <u>76</u>											

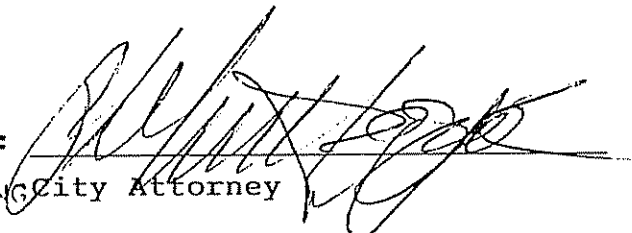
EXHIBIT "B"

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed Construction Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and the CITY OF PHOENIX and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 14<sup>th</sup> day of November, 1981.

CITY OF PHOENIX

BY:   
ACTING City Attorney


CONSTRUCTION - TRAFFIC SIGNALS

SR 51 at Northern Avenue  
PROJECT #RAM 600-2-502/051 MA 005 H0836 01C

CITY OF PHOENIX

RESOLUTION

BE IT RESOLVED on this 29 day of Oct, 1990, that I, JAMES S. CREEDON, as Acting Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona that the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the HIGHWAYS DIVISION, enter into a Construction Intergovernmental Agreement with the CITY OF PHOENIX, specifying respective construction responsibilities concerning traffic signal and lighting installations on State Route 51 which is encompassed within PHOENIX's system of streets and which forms a necessary and convenient link in the State Highway System. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.

  
\_\_\_\_\_  
JAMES S. CREEDON, Acting Director  
ARIZONA DEPARTMENT OF TRANSPORTATION



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR 91-0225, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15<sup>th</sup> day of February, 1991

GRANT WOODS  
Attorney General

*for Aracely*  
Assistant Attorney General  
Transportation Division